

DELAWARE DEPARTMENT OF TRANSPORTATION

REQUEST FOR COMPETITIVE SEALED PROPOSALS



CONTRACT No: 1350

COLLECTION SERVICES

Delaware Department of Transportation

PROPOSAL DUE DATE/TIME: 2:00 P.M. Tuesday, October 25, 2005

Competitive Sealed Proposals are to be delivered to Contract Administration, Delaware Department of Transportation, 800 Bay Road, Dover, Delaware 19903 until **2:00 PM** local time on proposal due date shown above.

Issued: September 19, 2005

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REQUEST FOR COMPETITIVE SEALED PROPOSALS

COLLECTION SERVICES

SECTION I **OVERVIEW AND AUTHORITY**

1.1 **Purpose**

This Request For Competitive Sealed Proposals (CSP) is issued by the Delaware Department of Transportation (hereinafter designated as 'Department') for the purpose of acquiring services for the collection of toll violations and E-ZPass Customer Service Center receivables, and may include other state receivables owed to the Department. These are receivables in which collection attempts have been previously made by the Department. The contract will provide for the collection of delinquent accounts from persons and businesses presently located in and out-of-state.

1.2 **Intent**

These specifications are intended to cover services for the collection of delinquent receivables in an efficient manner and in quantities to be determined subsequent to the proposal opening. The intent of this proposal request is to secure a qualified firm or firms, which has or have proven ability to collect upon large volume, accounts receivable of state governments. This intent may be served by negotiation with more than one firm, with each to handle a portion of the accounts assigned to outside collections. Accordingly, whenever the singular (e.g., "agency") is used, it implies the singular or plural (e.g., "agencies"). The contract is for a three-year period.

1.3 **Scope**

This document contains general information relating to the procedural requirements in the preparation of proposals to the Department, performance requirements and proposer characteristics, which must be met in order for a proposal to receive consideration.

1.4 **Authority**

This Request for Competitive Sealed Proposals is issued pursuant to 29 Del C §6924.

1.5 **Inquiries**

Should any proposer have any questions as to the intent or meaning of any part of this proposal, they should contact the Department before submitting their proposal in time to receive a reply. All inquiries concerning this CSP should be submitted to:

James Hoagland, Contract Administration
Delaware Department of Transportation
800 Bay Road
Dover, Delaware 19903
(302) 760-2036
jim.hoagland@state.de.us

SECTION II **PROJECT REQUIREMENTS**

2.1 Account Notification

The collection agency is expected to acknowledge accounts assigned to them by the Department promptly upon receipt. The vendor and Department shall subsequently agree upon specific procedures relating to proper identification of accounts and handling various transactions.

2.2 Collection Procedures

The agency is to provide collection procedures to achieve maximum possible recovery from the debtor. These will include a reasonable number of telephone calls; direct mailing efforts and some skip tracing procedures, as well as other procedures outlined by the agency. The agency may undertake legal action only when authorized by the Department.

2.3 Volume of Current Accounts

The Department anticipates forwarding on a monthly basis to collection agencies, accounts receivable of approximately 1000 accounts for an anticipated value of \$35,000 to \$50,000. The volume for the selected firm(s) will vary depending on the number of firms selected, and the Department's satisfaction with the performance of the selected firm(s).

2.4 Remitting Collections

All recovered money owed to the Department is required to be deposited in a separate designated State bank account within one week of receipt. The agency agrees to remit all amounts due the Department on a weekly basis for the amounts collected during the prior weekly period. If the Collection Agency requires a minimum monetary amount to be accrued prior to making a deposit, this condition, as other conditions, must be stipulated in the proposal response. The Department will set the time period for Accounts to be returned if no payments have been received. Extension of time would require Department approval. The Department may request the return of an account at any time.

2.5 Reporting Procedures

It is expected that the Collection Agency will provide a detailed weekly accounting of collection activity. The agency shall submit weekly statements itemizing the following by account; any payment received the previous week, the commission amount retained, the amount deposited in the Department's bank account, current status of collection effort, and number of days each open account has been handled by the agency. Proof of deposit to the designated Department bank account shall accompany the report.

2.6 Fee Schedule

It is expected that the fee schedule (commission fee) is guaranteed and fixed for the duration of the contract period and that no payment for services will be made unless and until funds are deposited in the State account pursuant to 2.4 above. Firms may submit, in their proposal, multiple commission fees covering different levels of collection efforts.

2.7 Billing Method

The Department is seeking Proposals for collection services on a commission fee basis. The commission fee is to be deducted from recovered monies. There are to be no charges to the Department other than the commission fee.

2.8 Payment Provision

The Collection Agency shall be reimbursed on the basis of a percentage commission fee on all monies collected on the accounts. If commission fees are to be variable, the proposer must describe the possible variations in detail in their response.

2.9 Start-Up Date

The Department of Transportation prefers a start-up date as soon as possible after Notice of Award. The collection agency or agencies must state the expected start-up date.

2.10 Formal Contract

The successful firm(s) shall promptly execute a contract, which shall incorporate the terms of this CSP, within twenty (20) days after award. No proposer is to begin any service prior to receipt of a Notice To Proceed (NTP) from the Department.

2.11 Terms of Contract

- A. The contract award shall be for a period of three years. The Department reserves the right to contract for any of the above services from one or more proposers in accordance with 29 Del. C §6986. The contract must be executed with the successful firm(s) within 20 days after award. The Department may terminate the contract at any time upon written notice to the firm.
- B. The proposals submitted by the successful proposers may become an addendum to the contract signed by the successful proposers, and the proposal must be valid for a minimum of one-hundred-twenty [120] days from the closing date.
- C. The collection agency shall maintain, for all accounts, records that reflect all account activity. The State shall have a right to inspect such records at its convenience during the term of the contract and for a period of three years after the completion of a contract.
- D. By submitting a proposal, the proposing firm agrees that in the event it is awarded a contract, it will indemnify and otherwise hold harmless the State of Delaware, its agents and any employees from any and all liability, suits, actions, or claims, together with all costs, expenses for attorney's fees, arising out of the firm's, its agents and employees' performance of work or services in connection with the contract, regardless of whether such suits, actions, claims, or liabilities are based upon acts or failures to act attributable, in whole or in part, to the State, its employees or agents. In meeting this obligation the collection agency shall secure and furnish the Department a certificate of insurance evidencing regular Liability, Property Damage, Worker's Compensation, and Automobile insurance coverage from an insurance company authorized to do business in the State of Delaware. The minimum amounts of coverage for property damage and personal injury shall be \$1,000,000 combined single limit. The Department shall be named a certificate holder on the certificate of insurance for professional errors and omissions coverage for the work to be performed under this contract. The insurance company shall be authorized to do

business in the State of Delaware. The collection agency shall provide the Department with 30 days notice in the event the policy is cancelled or not renewed.

- E.** In performing the services subject to this CSP the firm agrees that it will not discriminate against any employee or applicant for employment because of race, creed, color, sex, or national origin. The successful firm shall comply with all federal and state laws and policies pertaining to the prevention of discriminatory employment practices. Failure to perform under this provision constitutes a material breach of contract.
- F.** The successful firm(s) shall certify that he has not employed or retained any company or person other than a bona fide employee working for the successful firm, to solicit or secure the contract and that he has not paid or agreed to pay any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making this contract. For breach or violation of this warranty, the Department shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee. Notwithstanding anything in the errors and omissions policy to the contrary, the standard of performance with which the successful firm must comply is that degree of care and skill ordinarily exercised under similar conditions by other like firms currently practicing in this state.
- G.** This CSP, the executed Contract between the Department and the successful firm, and the firm's proposal to the Department, shall constitute the Contract between the Department and the firm. In the event there is any discrepancy between any of these contract documents, the following order of documents govern so that the former prevails over the later: Contract, then CSP, then firm's proposal. No other documents shall be considered. These documents contain the entire contract between the Department and the firm.
- H.** The Laws of the State of Delaware shall apply, except where Federal Law has precedence. The successful firm consents to jurisdiction and venue in the State of Delaware.
- I.** The successful firm must have a valid Delaware business license in order to receive payment for services.
- J.** If the scope of any provision of this Contract is too broad in any respect whatsoever to permit enforcement to its full extent, then such provision shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of the Contract shall not hereby fail, but the scope of such provisions shall be curtailed only to the extent necessary to conform to law.
- K.** The successful proposer or proposers, upon awarding of this contract and as a condition of this contract, will provide full and adequate justification to the Department that all persons connected with the State's account will be sufficiently bonded in amounts deemed satisfactory for the nature of this contract.
- L.** The Department reserves the right to annul any contract if, in its opinion, there is a failure at any time to perform adequately the stipulations of this invitation to respond, and the general

conditions and specifications which are part of these proposals, or in any case of any attempt to impose upon the Department services of an unacceptable quality. Any action taken in pursuance of this latter stipulation shall not affect or impair any rights or claim of the Department to damages for the breach of any covenants of the contract by the contractor.

- M. Should the collection agency fail to furnish any item or items, or to complete the required work included in the contract, the Department reserves the right to withdraw such items or required work from the operation of a contract without incurring further liabilities on the part of the Department.
- N. The contract will include disclosure provisions prohibiting the successful firm from divulging any information attained during the collection activities for the Department.

2.12 Department Responsibilities

The Department's responsibilities will include:

- A. Providing Accounts to the collection agency.
- B. Providing available name, address, license plate number for each collection Account from state motor vehicle registration files, or other customer data bases.

2.13 Performance Bond

The successful proposer must furnish a Performance Bond in the amount of \$100,000, made payable to the State of Delaware and prepared on an approved form as security for the faithful performance of the contract within ten (10) days of its notification of contract award. The surety thereon must be such surety company or companies as are acceptable to the State of Delaware and are authorized to transact business in this State. Attorneys-in-Fact who sign proposal bonds must file with each bond a certified copy of their power of attorney to sign said bond.

SECTION III. PROPOSAL REQUIREMENTS

3.1 Written Proposals

Proposals should be prepared simply and economically, providing a straightforward, concise description of proposer capabilities to satisfy the requirements of this proposal. To be considered, all proposals must be submitted in writing and respond to the items outlined in this CSP using the requested format. Emphasis should be on completeness and clarity of contents. Proposal responses will be expected to address the following areas, the submission should be bound, tabbed and collated in the following order:

- A. Cover Letter – Two pages maximum -Each proposal shall have a cover letter on the letterhead of the Vendor submitting the proposal. At the top of the first page, list the Technical Representative's Name, Telephone Number and e-mail address. This will be the main contact representing the proposer. The cover letter shall summarize the Vendor's qualifications and the experience of all team members, briefly discuss the system proposed to respond to the requirement of this CSP, and the proposed implementation date, plan and schedule.
- B. Experience – Two pages maximum -The Vendor shall submit information demonstrating experience in similar debt collection services for a state/local government agency. The vendor must demonstrate, to the satisfaction of the Department, that the proposed

implementation team is capable of satisfactorily performing the work of this project. The proposer's business history, and number of years in operation is to be included.

- C. Company Facilities** -Number of offices on a national, state, or local level and the address and name of each. Also, the number of employees at each office must be included.
- D. Methods of Collection** -Routine methods of collection applicable to this contract. An overview of your collection system, including computer aids, and copies of representative letters and notices reflecting your procedures. Emphasis should be given to the following:
1. The ability to send data and funds electronically, such as e-mail and FTP;
 2. Discuss in detail the methods of transferring of data and funds that you would provide;
 3. What methods, frequency, and format of reporting do you regularly provide the regarding status or collection activities; and
 4. Please address the following areas and state how each factor affects the collection method utilized:
 - (a) Geographical location of debtor,
 - (b) Size of debt,
 - (c) Age of debt,
 - (d) Others factor which influence collection method.
 5. Proposed procedures for compromise payment (settlements); e.g., prior written approval for a settlement based on proposer's recommendation.
 6. Minimum and maximum duration of collection cycle.
- E. Capabilities** -A narrative detailing the method by which the proposer intends to deal with the increased work load this contract would bring.
- F. Account Acknowledgement** -The collection agency is expected to acknowledge accounts promptly upon receipt. Provide sufficient information of your current methods to allow for evaluation.
- G. Legal Action** -A statement of whether legal/litigation capabilities exists in the firm and how and when the firm would indicate to Department and the debtor that it desires to proceed with legal action.
- H. Financial Statements** -Audited financial statements from the previous two fiscal years, which also adequately portray the financial position of collection operations (if the operation is a portion of other financial services of the firm).
- I. Quality** - Provide a SAS 70 Statement of auditing from your last audit, or similar outside quality review of your company's procedures. Otherwise, define your internal quality system and address how quality is improved in your organization.
- J. Assurance** -The basis for assurance that your firm can meet the bonding requirements, Delaware State Law, and professional performance requirements of the Fair Debt Collection Practices Act.
- K. Information Exchange** -A narrative as to how your firm will be able to electronically exchange Account information and financial payments.

- L. Compliance with Law** -The proposers must state adherence to, and comply with, all federal and state laws that apply to collection agency services.
- M. References** -References from large volume customer accounts (i.e.; from customers with similar or greater number and value of cases forwarded for collection). It is preferred that one or more of said references be a large governmental account. By providing such information, the Vendor grants the Department permission to contact these individuals. Also state whether the proposer is a member of any state or national trade associations.
- N. Stipulations / Exceptions** – A listing of any and all stipulations or exceptions taken to any item in this proposal. The Department reserves the right to reject any stipulations and/or exceptions taken.
- O. Contractual Expectations** –List any contractual provisions which the proposer expects the Department to agree. NOTE: The Department will issue the contract covering this work.
- P. Submission Form** – Complete and attach the Submission Form from Section V.
- Q. Bid Page** -All Vendors who wish to perform services on this contract shall specify unit bid amounts on the provided form in Section V. The unit bid amounts shall be inclusive of all services, materials, equipment and incidentals necessary for implementation of the full performance system and for ongoing maintenance, technical support and engineering updates for any equipment. The specified unit bid amount will remain in effect during the thirty-six (36) month contract period. All figures entered on the bid form shall be typewritten. If commission fees are to be variable, the proposer must describe the possible variations in detail in their proposal, and show same on the bid form.
- R. Certification** – The Certification form included in Section V must be filled out, signed, attested, notarized, sealed, and attached.

3.2 Submission of Proposals

The Department will receive sealed proposals until the date and time indicated in Section 3.3 for Collection Services as described in this Competitive Sealed Proposal. Proposals must be delivered and addressed as indicated. Proposals will be opened and publicly read on the date and time indicated. Facsimile responses to this Request for Proposal are not acceptable.

3.3 Proposal Due Date/Time – 2:00 P.M. Tuesday, October 25, 2005 (local time)

Competitive Sealed Proposals are to be delivered to Contract Administration, Delaware Department of Transportation, 800 Bay Road, Dover, Delaware 19903. Proposals must be delivered in sealed envelopes and be clearly marked on the outside: "**Sealed Collection Services Proposal**". Proposals can be either mailed or Delivered by Hand.

3.4 Extensions

The Department may extend the time and place for the receipt and opening of proposals, on not less than two (2) calendar days notice, by certified delivery, facsimile machine or other electronic means to those bidders who obtained copies of the specifications or descriptions.

3.5 Submitted Copies

An original and five copies of the Proposal must be submitted. An authorized representative of the company submitting a proposal must sign the proposal. Notification of the proposal award and all communications will be made by e-mail.

3.6 Cost of Proposals

The proposers shall be responsible for any liability or cost incurred in connection with responding to this request for proposal. All Vendors shall fully bear the costs associated with pre-contract activities, including proposal preparation, negotiations, and/or proposed contracts.

3.7 Confidentiality

Proposers shall specifically designate those portions of their proposals, which they believe to be proprietary and, therefore, or otherwise, privileged under the Delaware Freedom of Information Act. A copy or copies of each proposal may be kept as part of the agency file and open to inspection by any person permitted by law.

3.8 Proposer Validity

Proposers will be required, if requested by the Department, to furnish satisfactory evidence that they are qualified as a collection agency, having a regularly established place of business. An inspection by the Department of any proposer's place of business may be made to determine whether satisfactory physical facilities are available to fulfill the requirements of the detailed specification, which may be considered to be pre-qualifying.

3.9 Proposal Rejection

Failure to follow instructions contained in this document may be cause for rejection of submitted proposals.

SECTION IV. SELECTION AND AWARD PROCESS

4.1 Selection Committee

The Selection Committee shall be comprised of State employees. The Selection Committee shall review all proposals submitted in response to this CSP, may negotiate with one or more of these firms, and will score and rank accepted proposals.

4.2 Proposal Review

The proposals shall all contain the essential information in which the award decision shall be made. The information that is required to be submitted in response to this CSP has been determined by the Department to be essential for use by the Committee in the evaluation and award process. Therefore, all instructions contained in this CSP shall be met in order to qualify as a responsive and responsible proposer and participate in the Selection Committee's consideration for award. Proposals which do not meet or comply with instructions of this CSP may be considered non-conforming and deemed non-responsive and subject to disqualification at the sole discretion of the Committee.

4.3 Evaluation Process

The Selection Committee shall determine the firms which meet the minimum requirements pursuant to criteria of the CSP. The Committee may negotiate with responsible offerors who submit proposals found to be reasonably likely to be selected for award. The Committee may request best and final offers from one or more firms, and may amend the proposal before award for this purpose. The Committee may, at its discretion, terminate negotiations with any or all firms. The Committee will score and rank accepted proposals. The Committee shall make a recommendation to the division Director, to award a contract to the successful firm or firms in the best interests of the State of Delaware.

4.4 Selection Criteria

- A.** The Selection Committee shall score each accepted proposal and assign up to the maximum number of points as stated in this Section for each Evaluation Item to each of the accepted proposing firms. All assignments of points shall be at the sole discretion of the Selection Committee members.
- B.** All accepted proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Committee to evaluate proposals:

<u>Evaluation Item</u>	<u>Maximum Points</u>
State or Federal Government Collection Experience	10
Recovery rate expected or previously demonstrated	10
Cost of Service	10
References	10
Financial Condition	10
Quality Systems (positive SAS 70 or outside review rates highest)	<u>10</u>
Total Points	60

- C.** Scoring will take place after any requested negotiations, and after receipt of any Best and Final Offers.
- D.** The Department reserves the right to enter into negotiations and/or entertain the option of requesting a Best and Final Offer from vendors in order to reach a final selection. If a Best and Final Offer is requested, vendors will be given at least one (1) week to develop this response and provide it in writing to the Department.
- E.** Each Selection committee member will score each firm as provided on the Score sheet. The total scores of each proposal from each Selection Committee member will be ranked from highest to lowest. The rankings of all committee members will then be averaged. The lowest average ranking will indicate the most favorable proposals.
- F.** At the conclusion of ranking by the Selection Committee, a preliminary list will be compiled, in the order of ranking, of the most responsive and responsible proposals. The Committee will recommend the number of firms to be awarded. This will be the Committee's recommendation for award.

4.5 Award

The Department intends to award the contract to the most responsive and responsible vendor(s). The Department, within 90 days from date of receipt of proposals, shall make this award in writing and for the selected vendor(s). If a successful vendor cannot be chosen, all proposals will be rejected in this same time period.

4.6 Department Rights

The Department reserves the right to:

- Select for contract or for negotiations a proposal other than that with the lowest costs.
- Reject any and all proposals received in response to this CSP,
- Make no award,
- Issue a new CSP,
- Waive any informalities, irregularities, or inconsistency in proposals received.
- Request modification to proposals from any or all proposers during the review and negotiation.
- Negotiate any aspect of the proposal with any firm and negotiate with more than one firm at the same time.
- Make partial awards,
- Increase or decrease quantities,
- Reject any request that shows any omission, alterations of forms, additions not called for, conditions, or alternate proposals,
- Deny any and all exceptions to the CSP requirements,
- reject any non-responsive or non-conforming proposals,
- Make any such award as is deemed to be in the best interest of the State of Delaware.

SECTION V. REQUIRED FORMS

The following forms are required to be returned with each proposal:

- **PROPOSAL PACKAGE**
- **SUBMISSION FORM**
- **BID PAGE**
- **CERTIFICATION FORM**

BID PROPOSAL FORMS

CONTRACT No. 1350

SUBMISSION FORM

Department of Transportation Competitive Sealed Proposal 1350 - Collection Services

Collection of: Toll violation fees and fines, Delinquent receivables from the *E-ZPass* Customer Service Center, and other Department of Transportation receivables as directed.

Attention: James Hoagland, Contract Administration
Delaware Department of Transportation
800 Bay Road
Dover, DE 19903

We have read Competitive Sealed Proposal number 1350 and fully understand the intent of the proposal as stated, certify that we have adequate personnel and equipment to fulfill the requirements thereof, and agree to furnish such services in accordance with the contract documents as indicated should we be awarded the contract. We understand that volumes are projected based on one successful bidder. We further understand that if two or more successful bidders are awarded, projected annual volumes would be reduced.

Non-Collusion: Proposals are made without any previous understanding, contract, or with any person, firm, or corporation making a proposal for the same services, or supplies, or equipment, and is without collusion or fraud.

Date: _____ **Submitted By:** _____

Proposer Firm: _____

Address: _____

Designated Contact Person: _____

E-Mail: _____ **Phone No.:** _____

Signature of Company Authorized Person: _____

Title of Authorized Person: _____

Printed Name of Authorized Person: _____

Federal E.I. No.: _____

State of DE Business License No.: _____

Proposer is a [state whether Sole Proprietor, Partnership, Corporation, other]: _____

COLLECTION SERVICES

BID PAGE

PAGE 01

** ALL COLUMNS MUST BE COMPLETED AS INDICATED **

CSP No. 1350

ALL FIGURES MUST BE TYPEWRITTEN

ITEM NO.		UNIT PRICE IN PERCENTAGE MUST BE TYPEWRITTEN	
1		Collection Services Commission Percentage UNIT - EACH	Start Up Date:
2		Describe Additional Service and Cost: Percentages are preferred. UNIT - EACH	
3		Describe Additional Service and Cost: Percentages are preferred. UNIT - EACH	
4		Describe Additional Service and Cost: Percentages are preferred. UNIT - EACH	

CERTIFICATION
Competitive Sealed Proposal No. 1350

The undersigned bidder, _____, whose address is _____ and telephone number is _____ hereby certifies the following:

I/We have carefully examined the Competitive Sealed Proposal and will be bound, upon award of this contract by the Department of Transportation, to execute in accordance with such award, a contract with necessary surety bond, to provide all services necessary, and to do all the work and to furnish all the materials necessary to perform and complete the said contract within the time and as required in accordance with the requirements of the Department of Transportation, and at the unit prices for the various items as listed on the preceding pages.

The foregoing quantities are considered to be approximate only and are given as the basis for comparison of bids. The Department of Transportation may increase or decrease the amount of any item or portion of the work as may be deemed necessary or expedient. Any such increase or decrease in the quantity for any item will not be regarded as a sufficient ground for an increase or decrease in the unit prices, nor in the time allowed for the completion of the work, except as provided in the contract.

I/We are licensed, or have initiated the license application as required by Section 2502, Chapter 25, Title 30, of the Delaware Code.

By submission of this proposal, each bidder and each person signing on behalf of any bidder, certifies as to its own organization, under penalty of perjury, that to the best of each signer's knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or Agreement with any other bidder or with any competitor for the purpose of restricting competition.
2. Unless required by law, the prices which have been quoted in this proposal have not been knowingly disclosed and will not knowingly be disclosed by the bidder, directly or indirectly, to any other bidder or competitor prior to the opening of proposals.
3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

I/We acknowledge receipt and incorporation of addenda to this proposal as follows:

No.	Date	No.	Date	No.	Date	No.	Date	No.	Date
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____

Sealed and dated this _____ day of _____ in the year of our Lord 20____.

Name of Bidder (Organization)

Corporate
Seal

By:

Authorized Signature

Attest _____

Title

SWORN TO AND SUBSCRIBED BEFORE ME this _____ day of _____, 20_____.

Notary
Seal

Notary